

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

CAROLINA RODRIGUEZ GONZALEZ

Plaintiff,

vs.

STUDIO TEKA DESIGN, LLC and VANESSA KEITH

Defendants

**COMPLAINT AND JURY
DEMAND**

NATURE OF ACTION

1. This is breach of contract and minimum wage action brought by Plaintiff Carolina Rodriguez Gonzalez, brought under New York State common law, as well as under the Federal Fair Labor Standards Act (“FLSA”) and the New York Labor Law (“NYLL”).

2. The claims arise from Plaintiff’s employment as an architect with Studio Teka Design, LLC (“Studio Teka”), a company owned by Vanessa Keith.

PARTIES

3. Plaintiff resides in Medellin, Colombia.

4. Studio Teka is a domestic limited liability company with its principle office in Brooklyn, New York. Studio Teka is an architecture firm located in Brooklyn, New York. At all relevant times, Studio Teka was Plaintiff’s employer as that term is understood under the FLSA and NYLL.

5. Vanessa Keith was, at all times relevant, Studio Teka’s owner, and Plaintiff’s employer as that term is understood under the FLSA and NYLL.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 206.

7. Venue is proper in the United States District Court, Eastern District of New York pursuant to 28 U.S.C. § 1391, because defendants are subject to the Court's personal jurisdiction with respect to this action, and a substantial part of the events or omissions giving rise to the claim occurred within the Eastern District of New York.

FACTUAL ALLEGATIONS

8. Plaintiff graduated in 2016 with a degree in architecture from Universidad Pontificia Bolivariana, a University in Plaintiff's home city of Medellin, Colombia.

9. In May, 2016, defendants offered Plaintiff a job as a "Junior Intern Architect" with Studio Teka. The offer was for twelve months, at a salary of "\$2400.00 per month", and required 40 hours of work per week.

10. Plaintiff accepted the job offer, and obtained a J-1 Visa to travel to the United States to begin the work.

11. The work Plaintiff performed was the same as that of other architects at Studio Teka, and consisted of rendering architectural drawings and other work appropriate for a junior architect. Other than on-the-job experience, Plaintiff received no training or further education. Plaintiff was directly supervised by Defendant Vanessa Keith.

12. From September 1, 2016 to September 12, 2016 Plaintiff worked all seven days, approximately eight hours a day. Plaintiff was paid \$159.12 for this work, which defendants characterized as a "trial" \$500.00 monthly salary.

13. For the next three weeks, Plaintiff worked 40 hours a week, and was paid \$447.00.

14. For her last four days, Plaintiff worked 32 hours, and was not paid at all.

FIRST CAUSE OF ACTION
(Failure to Pay Minimum Wage- 29 U.S.C. § 206)

15.. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

12. At all relevant times, Plaintiff was an employee engaged in commerce or in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203.

13. Defendants compensated Plaintiff less than \$7.25 per hour.

14. The foregoing conduct constitutes a willful violation of the FLSA, within the meaning of 29 U.S.C §§ 216(b) and 255(a).

SECOND CAUSE OF ACTION
(Failure to Pay Overtime Compensation- 12 NYCRR 142-2.1)

15. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

16. At all relevant times, Plaintiff was an employee and defendants were employers within the meaning of the New York Labor Law.

17. Defendants have willfully failed to pay Plaintiff the \$10.50 per hour to which she was entitled under the New York Labor Law.

THIRD CAUSE OF ACTION
(Breach of Contract)

18. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

19. Defendants' offer to Plaintiff, and Plaintiff's acceptance, constituted a contract.

20. Plaintiff acted in reliance upon the contract.
21. Defendants breached their duty under the contract to pay Plaintiff as agreed.
22. Plaintiff was damaged as a result of the breach.

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- A. That defendants are found to have violated the Federal Fair Labor Standards Act and the New York Labor Law;
- B. That defendants' violations as described above are found to be willful;
- C. An award to Plaintiff for the amount of unpaid wages and penalties owed, including interest and penalties, including liquidated damages, subject to proof at trial;
- D. An award of reasonable attorneys' fees and costs pursuant to 29 USC § 216 and/or other applicable law; and
- E. An award of damages caused by defendants' breach of contract; and
- F. For such further relief, in law or equity, as this Court may deem appropriate and just.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury as to all issues so triable.

DATED: February 14, 2017

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